

EXHIBIT 1-T



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 2 to Contract Work Authorization No. 14260 dated February 22, 2019 (the "CWA") issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C73 (formerly 4400011340) dated January 19, 2017 (the "MSA") between the below-named Contractor ("Contractor"), and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

| | | |
|--------------------------|--|----------------------------------|
| Contractor's Legal Name: | KPMG, LLP | This Change Order is on 2 pages. |
| Contractor's Address: | PO Box 120001 Dallas, TX 75312 | |
| Project Name: | PROJECT TITLE: | |
| Job Location: | San Francisco and other various PG&E locations | |
| PG&E WORK SUPERVISOR: | Sumeet Singh and Matt Pender | |
| PHONE: | | |
| DATE PREPARED: | October 14, 2019 | |

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

1. This CWA is to add an addendum for an additional workstream.
2. There is no increase to the CWA Amount .
3. See attached Statement of Work
4. Your work under this Agreement is subject to the applicable procedures and/or processes approved by the Bankruptcy Court in PG&E's bankruptcy proceeding (Bankruptcy Case No. 19-30088 (DM)) in the United States Bankruptcy Court, Northern District of California, San Francisco Division for the retention of counsel [outside professionals] and those procedures and processes are expressly incorporated herein, as they may be changed from time to time by the Bankruptcy Court.

ATTACHMENTS: "CWSP – Task 2 Amendment – Standards and Work Methods.pdf" is attached to this CWA Change Order and incorporated herein by this reference.

| | | |
|------------------|---------------------------|---------------------|
| PRICING CHANGES: | Previous Total CWA Value: | \$ <u>8,805,000</u> |
| | Addition or Deduction: | \$ <u>0</u> |
| | Revised Total CWA Value: | \$ <u>8,805,000</u> |

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

| PACIFIC GAS AND ELECTRIC COMPANY | | CONTRACTOR: KPMG | |
|----------------------------------|--|------------------|-----------------------|
| Signature | <u>Sumeet Singh</u> | Signature | <u>Geno Armstrong</u> |
| Name | Sumeet Singh | Name | Geno Armstrong |
| Title | Vice President, Asset, Risk Management & Community Wildfire Safety | Title | Principal |
| Date | 10/16/19 | Date | 10/14/2019 |

| ADMINISTRATION | | | |
|----------------------|--|---------------------------|--|
| PG&E Negotiator | Matt Pender | Contractor Representative | Geno Armstrong |
| Phone | 415-973-3604 | Phone | (206) 852-7189 |
| Email: | Matthew.pender@pge.com | Email: | garmstrong@kpmg.com |
| Accounting Reference | Invoices should be sent to PG&E Law Department Finance Group, P. O. Box 7133, San Francisco, CA 94120 or emailed to GenlCnsLLawPaymentProcessingGroup@pge.com. | | |

| INTERNAL PG&E USE ONLY | | | |
|-------------------------|--|--|---|
| Distribution Date | | | |
| Distribution of Copies: | <input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO | | <input type="checkbox"/> Contractor (Signed Original Copy) |
| | <input type="checkbox"/> Work Supervisor | | <input type="checkbox"/> Manager |
| | <input type="checkbox"/> Invoice Approver | | <input type="checkbox"/> Supervisor |
| | <input type="checkbox"/> V.P. | | <input type="checkbox"/> Sourcing/ Purchasing |
| | <input type="checkbox"/> Director | | <input type="checkbox"/> Law |
| | | | |

Addendum to Contract Work Authorization

**Task 2 -- Continued Support for the Distribution Operations for
Planning and Execution of DWSIP Repairs**

This Addendum to Contract Work Authorization (this “**Addendum**”), dated as of September 23, 2019 (the “**Effective Date**”), between Pacific Gas and Electric Company (the “**Company**” or “**PG&E**”) and KPMG LLP (“**KPMG**”), amends the Contract Work Authorization entered into between the parties on March 14, 2019 (the “**CWA**”) pursuant to the Master Services Agreement (Contract No. C73 (formerly 4400011340)), dated January 19, 2017, as amended (as amended, the “**MSA**”). Capitalized terms used but not defined in this Addendum have the respective meanings given to them in the CWA. Except as modified in this Addendum, the terms of the CWA and the MSA remain in force.

Change in Scope of Services for Task 2:

KPMG shall provide the following services under CWA to PG&E (the “**Additional Services**”), in accordance with and subject to the CWA (as amended by this Addendum) and the MSA:

Amend Task 2 “Continued Support for the Distribution Operations for Planning and Execution of DWSIP Repairs” by adding the following PG&E business unit support areas to the scope of services:

- PG&E Electric Transmission Business Unit
- PG&E Electric Substation Business Unit

Upon full execution of this Addendum, Task 2 will be amended as follows:

2. **Continued Support for the Wildfire Safety Inspection Program (WSIP) Planning and Execution of Repairs.** Continue to assist the Company with analytical and process support to aggregate information that will be used in the Distribution, Transmission and Substation WSIP repair work. This work includes assistance with collecting information on performance and progress reporting, assistance in drafting work plans, and data analytics support as requested and at the direction of the Company for the EC Tag Optimization Program and Distribution Work & Resource Management teams.

Add the following language to the **Task 2 – Continued Support for the Wildfire Safety Inspection Program (WSIP) Planning and Execution of Repairs** table.

| Scope | Client Contact | Description | Deliverable | Billing |
|--------------------------|---------------------------|---|--|---|
| Standards & Work Methods | Rudy Movafagh J. Birch | Project management support for PG&E's initiative to support revisions to the Distribution, Transmission, and Substation Project Management Manuals. | - Workshop and meeting planning - Task coordination - Progress reporting | Billed on an hourly basis based on hours worked at the rates established in the rate card in the original SOW |

Other Matters

KPMG's services as described in this Statement of Work constitute an Advisory engagement conducted under the American Institute of Certified Public Accountants ("AICPA") Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services will not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.

With regard to KPMG's assistance provided to PG&E, the Company is responsible for:

- Determining the objectives, scope and extent of KPMG's activities and services hereunder, which include evaluating the sufficiency and scope of the activities performed by KPMG.
- Providing data and information that is accurate, complete and available for analysis and reporting.
- Requests for KPMG support for services within the contract scope must originate from the authorized PG&E employees for the respective contract tasks.
- Providing all direction relative to desired analysis; including the source data to be used, procedures to be performed, desired output format, and interpretation of results.
- Making all decisions that involve management responsibilities related to the engagement and accept full responsibility for such decisions and results of the service, including approving project plans including prioritization and selection of which tags are addressed and when.
- Assigning engaged, experienced and capable personnel with the knowledge and experience to successfully oversee and execute the services, including a Project Sponsor who can monitor progress and address issues as they arise, and will have the skills and experience necessary to effectively perform this oversight function, including but not limited to:
 - Working knowledge of the subject matter, business functions, processes or divisions that are

addressed by the services; and

- Selecting appropriate assumptions, and making final decisions on the adequacy of all assumptions made during the engagement.
- Reviewing and making all final decisions regarding the purpose of the engagement, its deliverables, stakeholder involvement, resources, and reporting.

KPMG will not make any recommendations or provide any interpretations of data in connection with this engagement.

The scope of work does not require that KPMG make any legal interpretations or render any legal advice, and the parties hereby agree that in connection with KPMG's performance of the services under this engagement shall not include or be construed to include the provision by KPMG of legal advice or legal services. All legal interpretations of data, legal or otherwise, and rendering of legal advice shall be Counsel's responsibility. KPMG will refer any such questions to Counsel.

KPMG may restrict the scope of work or withdraw from this engagement at any time if, in KPMG's sole judgment, the safety of its employees or their families is threatened.

Other than as specifically modified above, the CWA shall remain in full force and effect and is hereby ratified, approved and confirmed. PG&E's acceptance of this Change Order No. 2 shall serve to satisfy the provisions for prior written approval from PG&E Sourcing as stipulated in Exhibit C of the MSA, Personnel Rates.